



SUNNY DEVELOPMENT GROUP

CONDOMINIUM UNIT LEASE AGREEMENT (LEASEHOLD)

No. ___/B1/SDG/SMP/I/2024

Made at the Office of Sunny Dev group Co., LTD, Phuket.

Date ____, 2024 (hereinafter called "The Effective Date")

Between:

SUNNY DEV GROUP (THAILAND) CO., LTD,
registration number: 0835566022190,
registered address: 96/75 Moo 1, Kathu Sub-district, Kathu district, Phuket province, 83120 Thailand
Presented by Director Mr Anatolie Cernei

CONTACT INFORMATION:

Address: 96/75 Moo 1, Kathu Sub-district, Kathu district, Phuket province, 83120 Thailand
Tel:+66 062 62 888 99
Email: info@sunnydgthai.com

(Details as in Annex A) (hereinafter referred to as "the Lessor") - on the one hand,

and

CONTACT INFORMATION:

Email _____
contact No. _____
Address: _____
("the Lessee") on the other hand.

Attached hereto and as a part of Annex A is a true copy of the Buyer's Passport. Both parties agree to enter into this agreement on the following:

1. WHEREAS

The Lessor is the owner and developer of the condominium project known as "SUNNY MOON" ("Project"), which is being developed for the purpose of a condominium development on the land with title deed No. 83468, plot number 3, survey page 8591, book 3, approximate size 3 Rai, 1 Ngan, 44 square wah, situated in the Rawai sub-district, Muang district, Phuket province, Thailand, as indicated in the master plan attached to this agreement in "Annex F"

2. LEASE OF PROPERTY AND TERM

2.1 The Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, Unit No. __, building 1, 4th floor, having an approximate area of ___ square meters in the residential complex specified in Annex D (hereinafter referred to as the "Leased Property") for a long-term lease period of thirty (30) years, commencing from the date of registration of the Leased Property with the competent authority (hereinafter referred to as the "Registration Date"), as specified herein (hereinafter referred to as the "Lease Term").

2.2 The Lessor unequivocally and unconditionally represents and warrants that the Lessee has an

SIGNED _____ LESSOR

SIGNED _____ LESSEE

absolute right to extend the lease term for the next two periods, totaling 90 years in aggregate. The Lessee shall notify the Lessor in writing no less than three (3) months prior to the expiration of the lease term specified in clause 2.1, for the purpose of establishing the term and date of execution and registration of a new lease agreement in accordance with this Agreement.

3. LEASE PRICE AND PAYMENT

3.1 The total cost to be paid hereunder is USD __ (__ US dollars) (hereinafter referred to as the "Contract Price"), which is approximately equivalent to THB __ (__ Thai baht) and includes:

- Rental price,
- granting to the Lessee irrevocable right to prolong the contract for 2 periods of 30 years specified in clause 2.2. of the Agreement,
- the cost of the furniture package.

The Lessee shall pay the Contract Price in installments in accordance with the Payment Schedule (Annex C) and on the dates specified in Annex C.

For the purposes of this Agreement, the exchange rate of the currency pair United States Dollar (USD) / Thai Baht (THB) has been calculated at the rate of 35,7171, as established by the Bank of Thailand.

The amount of rent for the object specified in clause 1.1 hereof is __ (__ US dollars) (hereinafter referred to as the "Rental Price"), which is approximately equivalent to THB __ (__ Thai baht) and includes:

- a) rent for the initial long-term lease period of thirty (30) years starting from the Registration Date (the "Lease Term") totalling __ (__ US dollars), which is approximately equivalent to THB __ (__ Thai baht),
- b) payment for granting to the Lessee irrevocable right to prolong the contract for 2 periods of 30 years specified in clause 2.2. Contracts.

The lease term begins to flow from the Registration Date of this lease agreement.

The rent for 1 square meter is __ (__ US dollars), which is approximately equivalent to THB __ (__ Thai baht).

The Lessee will purchase the "Furniture Package," which is listed in Annex D. The "Furniture Package" is priced at USD __ (__ US dollars), which is approximately equivalent to THB __ (__ Thai baht), including a VAT of 7%.

3.2. The Lessor shall notify the Lessee within seven (7) days after any of payments have been made. After the Lessor has received any payments, the Lessor shall then issue and provide a receipt to the Lessee for every of such payments according to the amount of money paid by the Lessee.

3.3. If upon completion of construction it is found that the area of "Leased Property" specified in Clause 2 has been increased or reduced in comparison with the specified fact does not entitle either party to terminate this Agreement.

If the total area of the Leased Property differs from the area specified in this Agreement by more than 5% (hereinafter referred to as the "Maximum Value"), the Parties agree to adjust the Rental Price and it will be increased or reduced proportionally based on the Rent Fee for 1 sq.m. as set out in this Clause and the amount of the Final Payment shall be adjusted accordingly. If the area increases by the maximum value, the Lessee shall make a surcharge to the Lessor, if the area decreases by the maximum value, the Lessor shall make a payment to the Lessee or reduce the amount of the last payment. If the area changes to the maximum value, the cost of the furniture package may also be revised based on the changes made, which are additionally agreed by the Parties.

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SIGNED _____ LESSEE



SUNNY DEVELOPMENT GROUP

3.4. All payments shall be made at the address of the Lessor (or subsequent address as may be informed in writing by the Lessor), or payments may be made by electronic funds transfer into Lessor’s bank account as below:

INFORMATION FOR MONEY TRANSFER

Account name: SUNNY DEV GROUP (THAILAND) CO., LTD.

USD ACCOUNT:

NO. ACCOUNT 102-92-1160-0 USD

BANK : KASIKORN BANK

14 PHANG NGA RD. TALAT YAI MUANG PHUKET

PHUKET 83000 Tel.076-211558

SWIFT ADDRESS “KASITHBK

3.5. For all payments received by Lessor through electronic funds transfer into its bank account in Thailand (as indicated above) and as remitted by Lessee in foreign currency from a bank outside Thailand, the Lessor shall be responsible for providing all foreign exchange transaction forms and/or credit advice as required by the relevant land office for lease registration.

Payment of all bank charges related to the conversion of foreign currency into Thai Baht and the transfer of funds shall be fully borne by the Lessee.

The amount credited to the Lessor's account, minus the bank's conversion and/or transfer fees for such payment, shall be considered the actual payment amount.

In the event of payment under this Agreement in a currency other than the United States Dollar (USD), the actual payment amount will be recognized in USD based on the conversion rate established by the Lessor's bank on the day of funds transfer to the Lessor's bank account.

Payment confirmation will be provided in USD, recalculated based on the conversion rate of the Lessor's bank, minus any bank fees for such transfer.

Any payment made by cheque, cashier cheque, bank draft, direct transfer, negotiable instrument or other instrument shall be deemed to be duly made and valid only upon its clearance.

3.6. The amount of the Deposit Payment under this contract is __ (__ US dollars), which is approximately equivalent to THB __ (__ Thai baht) (hereinafter referred to as the "Reservation Fee"). This payment will be a partial payment under this agreement.

3.7. The Lessee shall make installments for the remaining amount as follows in the Payment Schedule (Details as Annex C).

Before the final payment, the Lessor and the Lessee calculate the increased or decreased area of the unit, taking into account the provisions of clause 3.1 of this agreement.

3.8. All payments in accordance with this Agreement shall be made at the address of the Lessor as aforementioned or direct to the bank account of the Lessor as described in the separate invoice. In case of a change of address of the Lessor from that specified herein, the Lessee agrees to make any subsequent payment at the Lessor’s new address as informed in writing by the Lessor.

3.9. The Lessor authorizes the Lessee at any time during the term of this Agreement to insure the unit in any insurance company, all or any part of the leased unit of the condominium or any other property of the Lessee on the leased unit of the condominium against damage or loss as a result of fire and/or any other accident resulting in the Lessee becoming the proper beneficiary of such insurance policy (s).

4. CONSTRUCTION PERIOD

4.1. The Lessor undertakes to complete the construction of Sunny Moon and the leased property

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SIGNED _____ LESSEE

so that it is ready no later than the first quarter of 2026 (Completion Date).

The specified period may be extended in the event of force majeure, including but not limited to the following: natural disasters such as earthquakes, floods, hurricanes; military actions; acts of God; changes in the legislation of the Kingdom of Thailand; epidemics and pandemics, such as the spread of infectious diseases, including but not limited to events related to the spread of COVID-19 or similar diseases; acts of government authorities amending legislation or enacting new laws regulating construction; and other similar events beyond the control of the parties that may affect the performance of obligations under this Agreement.

An extension of the construction period is not a breach of this Agreement and is not a basis for terminating this Agreement. The Lessor must inform the Lessee in writing seven (7) days in advance of the reasons for such an extension and the expected duration of this delay. In the event of force majeure, the Lessor is obliged to provide the Lessee with relevant documents or audiovisual materials as sufficient evidence. Both parties agree to extend the specified construction period for the duration of force majeure.

4.2. The Lessor undertakes to construct the condominium project in accordance with the layout plan and a description supporting the approved plan attached hereto or the plan amended by the official authority under the law on building control when it requires plan to be amended in accordance with construction techniques or professional standards; and register of the condominium development with the competent authority under the law on such project within ninety (90) days from the date the completion of the construction of Sunny Moon, including completion of Personal Property and Common Property.

5. ACCEPTANCE AND REGISTRATION OF LEASED PROPERTY

5.1. Once the Lessor has completed the construction of the Leased Property, the Lessor shall notify the Lessee by a thirty (30) days in advance by sending a Notice of the date of inspection of the Leased Property according to the Contact Information to registration of the lease agreement of the Leased Property (the "Inspection Date"). The Lessee has the right to appoint a third party to conduct and accept the inspection of the Leased Property on the Lessee's behalf.

The authority of such person is duly confirmed by a properly executed Power of Attorney.

If the Lessee discovers any defects that it considers don't comply with the terms of this Agreement, the Lessee shall send a written notice describing these defects to the Lessor. The Lessor must eliminate these defects within 30 days or send the Lessee a written response about stating that it is impossible to correct these defects.

In the event the Lessee does not attend such inspection within a specified period for whatever reason, it shall be deemed that the Lessee has accepted the Leased Property in the condition as delivered by the Lessor and the Lessee shall not be entitled to claim for damages related to any defects subsequently found.

After the signing of the Act of Acceptance and Transfer Unit, as well as in cases where the Act of Acceptance and Transfer is considered signed by the Parties, in accordance with this Clause, the Lessor shall not be liable for any defects or damage, except for warranty cases specified in the clause 10.1. of this Agreement.

5.2. After the completion of the condominium construction by the Lessor and the full payment of the Contract Price by the Lessee in accordance with clause 3.1, and subject to compliance with all the conditions stipulated in this Agreement, both parties agree to proceed with the registration of the lease agreement with the Land Department. The Lessor notifies the Lessee in advance, through the provided Contact Information, no less than sixty (60) days prior to the date of registration of the lease agreement for the leased property with the competent authority ('Registration Date').

For the purpose of registering the lease agreement, the Parties enter into a long-term lease agreement

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for the completed unit, specifying its characteristics upon actual completion in English and Thai, containing provisions agreed upon by the Parties in this Agreement. The contract currency will be Thai baht, the calculation rate will be taken from the official source - the Bank of Thailand.

The Parties are obligated to be present on the Registration Date or ensure the presence of their authorized representatives. The authorized representatives of the Parties must provide properly executed powers of attorney and identification documents.

5.3. Registration Date to be latest 6 months from The Completion Date indicated in 4.1.

5.4 The Lessee is solely responsible for registration fees, taxes, stamp duty, as well as all other expenses related to the registration and re-registration of the lease for new terms.

6. CONDOMINIUM REGISTRATION

6.1 The Lessee fully understands and acknowledges that the Leased Property is in the project which shall be submitted for registration as a condominium development according to the law. After the registration has taken place, the Lessee agrees and accepts to comply with, and to be bound by the following conditions:

6.1.1 to, at all time, strictly comply with the regulations and rules prescribed by the condominium project and management company, which can be amended from time to time, for example in respect of the use of including but without limitation Leased Property, Private Property and Common Property, in order to fulfill criteria and conditions provided by the management subject to the conditions set forth for owners in Condominium Act B.E 2522 and /or later subsequent amendments.

6.1.2 not to use the Leased Property, or any part thereof, for any purposes other than for residential and rental purposes or take any action(s) that would inflict any damage to other co- owners of the estate.

6.1.3 not to take any action(s) which involve, including, without limitation: demolition, addition or alteration, decoration or modification of the Leased Property in the manner(s) that may cause any damage or disturb other co-owners of the estate, or may affect the structure of engineering security of, or the architectural perfection of the Building, and to be responsible for any damages arising therefore as claimed by the Lessor.

6.1.4. agrees to enter into an agreement with the Management Company which will permit the acquisition of a Hotel Project License and will be operated as a hotel by the Management Company or other designated company or hotel brand.

7. LIABILITY FOR BREACH OF CONTRACT TERMS AND TERMINATION

7.1. Liabilities of the Lessee

In case of delay in payment, the Lessee may provide an explanation of the reasons that caused such a violation, which the Lessor considers and decides on the refusal or application of the provisions of this clause.

If the Lessee cannot make full payment of the first payment within (14) fourteen calendar days, the Lessor shall have the right to terminate this Agreement unilaterally, while withholding the amount of the paid Reservation Fee.

If the Lessee cannot make full payment of any of the payments within twenty-one (21) calendar days, the Lessor shall have the right to increase the amount of the specifically delayed payment by twenty percent (20%).

In the event that the Lessee fails to pay any of the payments in full in accordance with Clause

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3 hereof and the Payment Schedule (Annex C), within 15 days from the due date in accordance with the Payment Schedule through no fault of the Lessor, the Lessor shall be entitled to send a notice of default to the Lessee demanding payment of the outstanding amount. Notification shall be sent according to the Contact Information specified by the Lessee in this Agreement.

If, within 60 days after sending the relevant notice by the Lessor, the Lessee does not comply with all the terms of this Agreement in full and/or the Lessor does not receive the relevant payments in full, and in case of receipt of notice from the Lessee that it is impossible to continue making payments, The Lessor immediately acquires the right to terminate this Agreement unilaterally without further notice, returning to the Lessee the amount paid at the date of termination, less a fee of 50% of the amount (the fee cannot be less than the amount of the deposit payment). The refund of the amount will be processed within 7 days after the sale of the apartment.

Upon termination of the contract, the Lessor shall have the right to sell the right to rent unit to any third party, and the Lessee shall not be entitled to demand from the Lessor any remuneration, compensation, compensation for losses or any other amount.

7.2. Liabilities of the Lessor

In case the Lessor fails to complete the construction within the specified period, except for reasons of force majeure as stated in clause 4.1 of this agreement, or is unable to register the lease, unless caused by actions of the Lessee, and if such actions occur due to the fault of the Lessor and persist for more than 12 (twelve) months, the Lessee has the right to terminate this Agreement immediately. The Lessor agrees to pay the Lessee a penalty, which accrues from the 5th (fifth) month of the deadline violation stated in this clause, at a rate of 0.01% per day of the Lease price until the day of the agreement registration with the Land Department, but not exceeding 10% of the lease value under this Agreement. The specified penalty, if accrued, is deducted from the final payment.

8. NOTICE

Any notice or other communications required or permitted hereunder shall be made in writing in the English language and shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid or internationally recognized courier or via facsimile or email confirmed within a week by registered or certified mail as above provided, addressed as follows:

The addresses, email, and telephone contact details for such notices are specified in CONTACT INFORMATION.

Any changes of address must be notified by registered mail or facsimile to the related parties in writing within fifteen (15) days of the actual change of address or the registration of the change with the relevant governmental authority, whichever occurs earlier.

9. ASSIGNMENT OF RIGHT AND OBLIGATION

The lessee is entitled to transfer their rights and obligations under this Agreement only after obtaining prior written consent from the Lessor, and upon payment by the Lessee to the Lessor of a commission amounting to 1% (one percent) of the Contract Price, as well as provided that on the date of transfer, the Lessee has made the full payment of the First payment specified in the Payment Schedule, and there is no outstanding debt for the remaining payments in accordance with the deadlines specified in the Payment Schedule, and the Lessee does not violate any clause of this Agreement. The Lessor must give such consent in the absence of grounds for refusal. The Lessee shall notify the Lessor in writing at least thirty (30) Business Days prior to the date of such proposed assignment and provide information on the assignee (hereinafter referred to as the "Assignee").

All obligations hereunder shall remain with the Lessee until the assignment is duly executed. As a condition of the Lessor's approval of the relevant assignment, the Assignee shall sign any document required by the Lessor whereby the Assignee agrees to be liable for and perform all obligations under this Agreement, including but not limited to the obligations of the Lessee which remain outstanding prior to such assignment.

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The fee specified in this clause shall be paid for each assignment. In any event, the Lessee shall be solely responsible for the registration fees, taxes, stamp duty and all other expenses relating to the transfer of rights and obligations and registration of the lease.

10. BUILDING GUARANTEE

- 10.1. The Lessor provides the following warranty period:
- For the interior fit out of the Unit works including engineering systems is 1 (One) year from the Registration Date;
 - For the building structure of the Unit is 5 (Five) years from the Registration Date.

10.2. The Lessor shall have no responsibility or liability for any defects or damages to the extent caused or made worse by: (i) negligence, improper maintenance or improper operation by Lessee or any other person other than Lessor, its employees, agents or subcontractors and suppliers; (ii) failure of Lessee to comply with the warranty requirements of manufacturers; (iii) the non-notification by the Lessee to the Lessor of any defect within a 10-day period; (iv) any changes or additions made after the Leased Property is occupied by the Lessee; (v) normal wear and tear, normal deterioration, or (vi) the use of the Leased Property for purposes other than direct residential living.

11. COMMON AREA FEE, SINKING FUND AND EXPENSES

11.1. The Lessee acknowledges and agrees to pay forward 1 year to the Condominium Juristic Person (management company) in full the costs of managing and maintaining the Condominium Apartments and Common Property on the Registration Date as follows:

- Sinking Fund.
- Common Property Maintenance Fee.
- The Lessee is also responsible for the costs of installing electricity and water meters which are issued by the Government in the name of the Lessee.

The cost of these costs will be determined by the management company for the entire Project. The contribution is collected based on Thai law.

The Lessee shall be responsible for and pay any service charges and expenses, utilized the Leased Unit by the Lessee, including but not limit to, electricity, water to the Lessor and/or Condominium Juristic Person and/or any service provider or government agency, upon receipt of the respective invoices.

Subsequently, the Lessee shall pay to the Lessor the General Property Maintenance Fee for one year in advance. The fee shall be paid before the expiry of the month preceding the month of registration of the Contract.

11.2. The rate of the Common Property Maintenance Fee may be amended from time to time by the resolution of the co-owners (lessees) and owners according to the regulation set forth in Condominium Act B.E 2522 and /or later subsequent amendments.

11.3. If the Lessee fails to make the payment of the above-mentioned whether the Sinking Fund or Common Property Maintenance Fee including any other fund, the Lessor or the authorized person for the management of the property shall have the authority to suspend the utilities services to the Lessee after 30 days of notice to the Lessee with the request to pay the fees The Lessee shall be responsible for damages that may occur.

12. PUBLIC UTILITY

The Lessor agrees to provide public utility of the estate and any material of common public utilities including electricity system, water supply system and the telephone system. The Lessor shall provide two parts of the public utilities as Common Property and other in the Leased Property. The common

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utility system shall be deemed as the “Common Property”, and in the Leased Property, it shall be deemed as “Private Property”. The standard of location, size, quality and installation of the public utility and Private Property shall not be less than government standard. The Lessor shall apply for the installation of the public utilities, which the Lessor shall be initially responsible for the required fee and other expenses. Upon the Lessor have completed the registration of the lease of the Leased Property and public utilities measure to the Lessee, the Lessee agrees to reimburse the Lessor for such payment at the same rate and amount as the electricity authority, waterworks authority and TOT Public Company Limited or telephone provider charged from the Lessor.

13. SPECIFICATIONS

13.1. Taking into account the characteristics of the Property, accessories used in construction, and the composition of the Leased Property, the Lessor undertakes to carry out construction in accordance with the Layout, plan, and use materials and accessories in accordance with the type, size, category, and quality as per the drawings, plans, and specifications of the Leased Property plans outlined in Annexes D and E to this Agreement, which are considered part of this Agreement.

13.2. In case of Lessee request the alterations in the Leased Property; the Lessee shall inform those changes in writing to the Lessor. The Lessor has the right to accept or not accept to those alterations, by concerning the future damage and respect to the estate or other residences.

14. LESSEE'S OBLIGATIONS

14.1. Revision of the layout plan; “the Lessor” shall be entitled to make minor amendments, revisions or alterations to all plans concerning the Project, Building, and/or the Condominium Unit to facilitate unforeseen architectural or construction problems which may occur whilst implementing the development of the Project as “the Lessor” and/or “the Lessor’s architect see fit, provided that any such amendment, revision or alteration shall not affect the overall quality and aesthetics of the Condominium Unit, the Building, the Common Area or the Project nor increase the amount of money paid by “the Lessee” as represented in this Agreement or documents appended hereto.

14.2. Change orders & outside contractor agreement; If at any time or times during the construction of the Condominium in accordance with the Condominium Specifications “the Lessee” wishes to make any alterations of, additions to, or deviations or omissions from the Condominium Specifications (referred to collectively as “Alterations”), “the Lessee” shall submit such request to the “Lessor” and the respective Alterations shall be made only with the consent of the “Lessor” and the agreement of the parties to the respective price changes and other associated conditions.

14.3. Alterations, Additions and Renovations;

“the Lessee” shall not perform any alteration, addition or renovation to the structure, walls, floor or ceiling of the Condominium Unit or anything affixed to the Condominium Unit which causes any disturbance to exterior aesthetics or parts of the Condominium Unit or Building without receiving prior written consent from “the Lessor” or the Condominium Juristic Person, as the case may be. In addition, “the Lessee” shall not perform any act to “the Lessor’s” private property, property of others or the Common Property which may cause casualty or disturbance to the structure, stability, or damage prevention measures of the Condominium Unit and or the Building or the architectural elements or exterior features of the Building or any part of the Common Property.

“the Lessee” acknowledges and concedes that upon receiving prior written consent required by the above paragraph, if any or all such herein said work performed by “the Lessor” results in, gives rise to or causes any undue noise, dust, odor, unsightly placement of materials or tools outside the Condominium Unit or anywhere within the Common Property, constant or unsightly passing of

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persons through the Project to the

Condominium Unit or in any way or manner deemed an aversion or a nuisance or objectionable by “the Lessor”, or any other person or guest residing in the Building or other area of the Project, “the Lessor” and/or Condominium Juristic Person shall immediately be entitled to reasonably restrict the hours, days and/or periods during which “the Lessee” may proceed with such work. “The Lessee” shall ensure that all subsequent interior decoration and finishing work, including renovation, maintenance and repair work (if any) shall be subject to the same provisions.

14.4. “The Lessee” acknowledges the Condominium Unit purchased in accordance with this Agreement is situated in the Project which is to be registered as a condominium and that after registration of the Project as a Condominium; “the Lessee” will be bound as follows:

- a) To abide by the Regulations initially determined by “the Lessor” and amended from time to time thereafter by resolutions passed at meetings of owners of units (the Condominium Juristic Person meetings) for the peaceful use and benefit of the Condominium Units and the Common Property including to abide by rules and conditions pursuant to the Condominium Act in effect in the present and which may be promulgated in the future, including but not limited to.
- b) Not to bring any pet or animal of any kind into the Condominium Unit which may disturb co-owners of other condominium units in the Project or which is contrary to the Regulations.
- c) Not to bring any explosive or inflammable substances into the Condominium unit which could cause casualties by fire.
- d) Not to perform nor allow others to perform in the Condominium Unit any illegal act or any act deemed contrary to the moral principles upheld by the general public or deemed to be bothersome or objectionable to co- owners of other condominium units in the Project in the way of light, noise, odor, smoke or by any other means.
- e) To make pro-rata contributions for expenses incurred for administration, care, maintenance and repair of the Building and the Common Property owned by “the Lessee” and other co- owners together, as approved and / or required by the Condominium Juristic Person in meetings.
- f) To bear responsibility for payment of the proportion of the Service and Maintenance Charges directly attributed to specific benefit or use of the Condominium Unit.

15. CONFIDENTIALITY

15.1. The Parties and persons under their control shall keep all terms and conditions herein strictly private and confidential at all times (including after the termination of this Agreement) as well as commercial and financial information, which is known to the Party as a result of carrying out of this Agreement. In case of breach of this clause the guilty Party shall be responsible for all the negative consequences of such a breach.

15.2. Any publicly available information concerning any Party, including the fact of signing this Agreement, as well as any personal data of the Purchaser that must be provided by the Sellers to third parties in order to fulfill the obligations assumed under this Agreement shall not be deemed as confidential information and shall not require consent of any Parties for its further distribution and/or transfer to third parties.

16. OPTION TO PURCHASE THE LEASED PROPERTY

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As a material consideration to the Lessee to enter into this Agreement, the Lessor agrees that, in the event that there is a change in applicable law such as change of Thai law on property which may be acquired and owned by foreigners, and this change allows the Lessee to acquire the Leased Property and the Lessee is eligible to buy and acquire the Leased Property, the Lessor agrees, subject to the Lessee’s compliance with the terms hereof, to sell and transfer title to the Leased Property to Lessee; PROVIDED HOWEVER, that the Lessee’s acquisition of the Leased Property shall not involve any additional payment or consideration other than that already provided in this Agreement, and shall not cause and/or create any obligation to the Lessor to apply for or obtain any special permission, approval and consent from any competent official other than the transfer of the Leased Property to the Lessee. If the Lessor agrees, at its own discretion, to obtain such special permission, approval and consent, the Lessee shall be responsible for any fees, taxes, duties, costs and expenses incurred to the Landlord for such permission, approval and consent.

17. SUCCESSOR

17.1. This Agreement shall be held binding to all assignees, statutory heirs, legatees, administrators and executors of the estates, custodians, curators, receivers, liquidators, and statutory, assigns of both parties.

17.2. The parties hereto agree that in the event of the death or loss of legal capacity of the Lessee prior to the expiration of the Lease Term the Lessor irrevocably agrees to let the person designated by the lessee or any person appointed by order of the administrator of the Lessees estate to lease and use the Leased Property and the Lessor agrees to enter into a New Lease Agreement with that person for the same terms and conditions specified in this Agreement without any further payment.

18. GENERAL PROVISIONS

The Lessor shall neither bring any encumbrance, lien, or change against the Leased Property nor transfer, sell or otherwise alienate the Leased Property to any third party henceforth throughout the Term of this contract and any other agreements between the parties hereunder without obtaining prior written consent from the Lessee.

If either party desires to make changes, addition or amendment of this Agreement, such must be in writing and bear the signatures of each party hereto prior to being held mutually binding thereafter.

If either party breaches or default on any one or more clauses of this Agreement, the other party shall be entitled to give warning notice requiring the offending party writing a period of time commensurate to the cause thereof abide by the terms and provisions herewith contained whereby failure to do so shall forthwith entitle the other party terminate this Agreement or enter litigation to seek enforcement of this Agreement and/or claim payment in compensation for damages actually suffered.

For the avoidance of any doubt, the Lessor hereby confirms and warrants that the Lessee has the same rights and obligations as set out in the Condominium Act B.E 2522 and subsequent amendments of that Act, for each owner and Tenant in a residential complex. This includes, for example, the right to vote in General Meetings and Extraordinary Meetings as set out in the Condominium Act B.E 2522.

19. COUNTERPARTS

There are 6 attachments to this Agreement as follow:

- Annex A – Information about the Lessor and Lessee (passport copy)
- Annex B – Master-plans
- Annex C – Payment Schedule
- Annex D – Description of the reserved unit
- Annex E – Plan of the reserved unit

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Annex F – Land Title

All of which shall constitute an integral part of this Agreement as if fully set forth herein and may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

20. GOVERNING LAW AND JURISDICTION

This Lease shall be governed by and construed in accordance with the laws of Thailand. Any dispute occurred and concerning the Lease under this Agreement shall be interpreted and brought to Thai courts only.

This Agreement is made in English and Russian languages. Both parties having read, and completely understood all the terms and provisions herein contained agree they are correct in accordance to their intentions and do here into affix their signatures in the presence of witnesses bearing important testimony hereof. And this Agreement is made in double having equal tenor and effect of which party shall keep one copy hereof.

21. CONTRACT SIGNING

Signing of this Agreement takes place by exchange of original signed documents, by use of electronic signatures through DocuSign service, exchange of electronic copies of the document by sending to e-mail of the Parties.

The Parties agree that electronic signatures and the exchange of electronic copies of documents have equal legal force with a hard copy signature. In case of disagreement between the original and the electronic copy, the advantage is given to the information in the original document.

For registration of the lease agreement after the completion of the construction of the party, subject to the provisions of clause 5.2. this Agreement, it is necessary to provide the original agreement with the signatures of both parties.

Signed Lessor:

For and on behalf of SUNNY DEV GROUP CO., LTD.
Project: Sunny Moon

Presented by Director Mr Anatolie Cernei

Signed Lessee:

SIGNED _____ LESSOR

SIGNED _____ LESSEE

ANNEX A

Information about the Lessor and Lessee (passport copy)

Lessor:

SUNNY DEV GROUP (THAILAND) CO., LTD.

Company Address: 96/75 Moo 1, Kathu Sub-district, Kathu district, Phuket province, 83120 Thailand

registration number: 0835566022190

Presented by Director Mr Anatolie Cernei

INFORMATION FOR MONEY TRANSFER

ACCOUNT NAME: SUNNY DEV GROUP (THAILAND) CO., LTD.

USD ACCOUNT:

NO. ACCT 102-92-1160-0 USD

BANK : KASIKORN BANK

14 PHANG NGA RD. TALAT YAI MUANG PHUKET

PHUKET 83000 Tel.076-211558

SWIFT ADDRESS "KASITHBK

SIGNED _____ LESSOR

SIGNED _____ LESSEE



ที่ กก. 003433

สำนักงานทะเบียนหุ้นส่วนบริษัทจังหวัดภูเก็ต
กรมพัฒนาธุรกิจการค้า กระทรวงพาณิชย์

หนังสือรับรอง

ขอรับรองว่าบริษัทนี้ ได้จดทะเบียนเป็นนิติบุคคล ตามประมวลกฎหมายแพ่งและพาณิชย์

เมื่อวันที่ 26 พฤษภาคม 2566 ทะเบียนนิติบุคคลเลขที่ 0835566022190

ปรากฏข้อความในรายการตามเอกสารทะเบียนนิติบุคคล ณ วันออกหนังสือนี้ ดังนี้

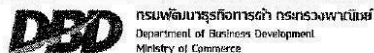
1. ชื่อบริษัท บริษัท ซันนี่ ดีอีวี กรุ๊ป (ไทยแลนด์) จำกัด
2. กรรมการของบริษัทมี 2 คน ตามรายชื่อดังต่อไปนี้
 1. นายอนาโทนี เซอร์นี่
 2. นางสาววรรณิศา ชัยสงค์/
3. จำนวนหรือชื่อกิจกรรมซึ่งส่งชื่อผู้พันบริษัทได้คือ กรรมการหนึ่งคนลงลายมือชื่อและประทับตราสำคัญของบริษัท/
- 4.ทุนจดทะเบียน 52,000,000.00 บาท / ห้าสิบลองล้านบาทถ้วน/
5. สำนักงานใหญ่ ตั้งอยู่เลขที่ 96/75 หมู่ที่ 1 ตำบลกะทู้ อำเภอกะทู้ จังหวัดภูเก็ต/
สำนักงานสาขา ตั้งอยู่ (1) เลขที่ 236/2 ถนนกะรน ตำบลกะรน อำเภอเมืองภูเก็ต จังหวัดภูเก็ต/
6. วัตถุประสงค์ของบริษัทมี 31 ข้อ ดังปรากฏในสำเนาเอกสารแนบท้ายหนังสือรับรองนี้ จำนวน 2 แผ่น โดยมีลายมือชื่อ

นายทะเบียนซึ่งรับรองเอกสารเป็นสำคัญ

ออกให้ ณ วันที่ 25 เดือน มกราคม พ.ศ. 2567

(นายบุญปลุก คงสุข)
นายทะเบียน

คำเตือน : ผู้ใช้ควรตรวจสอบข้อความทราบท้ายหนังสือรับรองฉบับนี้ทุกครั้ง



กรมพัฒนาธุรกิจการค้า กระทรวงพาณิชย์
Department of Business Development
Ministry of Commerce

ก้าวสู่ธุรกิจ
สู่ยุคดิจิทัล

Leading Business
Towards Digital
Transformation



จัดพิมพ์ เมื่อเวลา 09:04 น.

Ref:678300215003433

1/4

SIGNED _____ LESSOR

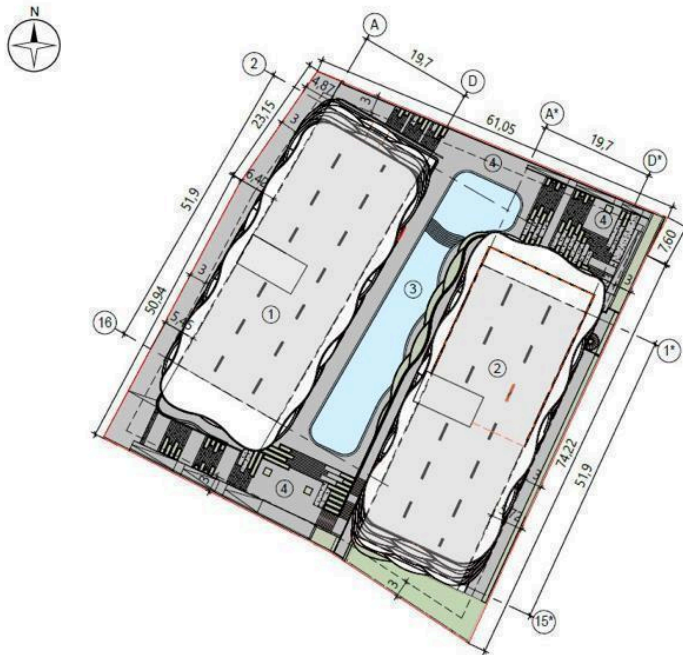
SIGNED _____ LESSEE

Lessee:

SIGNED _____ LESSOR

SIGNED _____ LESSEE

ANNEX B Master-plans



Masterplan

EXPLANATION:

- ① - Section 1 (7 floors and underground parking)
- ② - Section 2 (8 floors)
- ③ - Outdoor pool
- ④ - Recreational areas

CONVENTIONAL SYMBOLS:

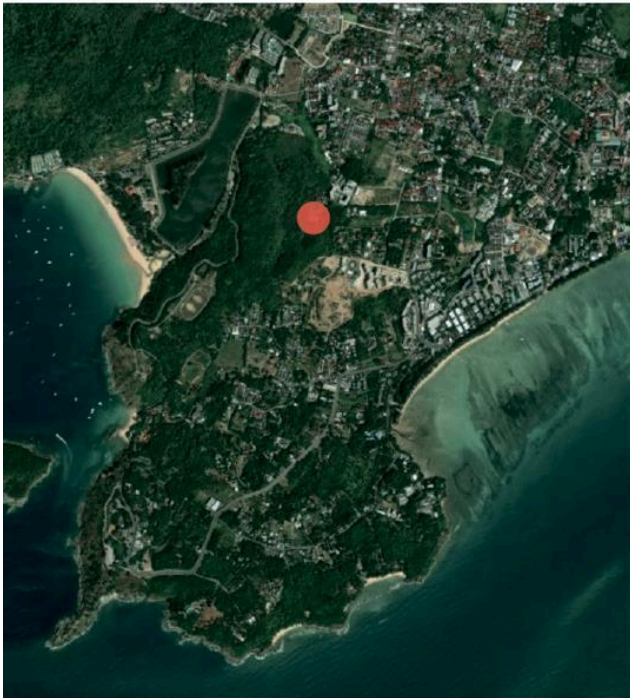
- site border
- building site border
- 1st floor contour
- landscaping
- areas and passageways
- outdoor pool

TECHNICAL AND ECONOMIC PARAMETERS:

Total land plot area of the "Har 44 Water"	- 6376.00 m ²	Underground parking area	- 2127.94 m ²
Construction site area	- 4527.26 m ²	Number of parking slots	- 42 pcs.
Building area	- 2088.00 m ²	- cars	- 50 pcs.
Area of landscaping of the territory, incl.:		- motorcycles	- 227 pcs.
- greenery area	- 394.05 m ²	Number of apartments	- 2009 (84 m ²)
- paved area	- 2109.38 m ²	Total commercial area	- 13668.67 m ²
Additional facilities (swimming pool)	- 437.16 m ²	Total area of apartments and balconies	

SAI ARCHITECT'S

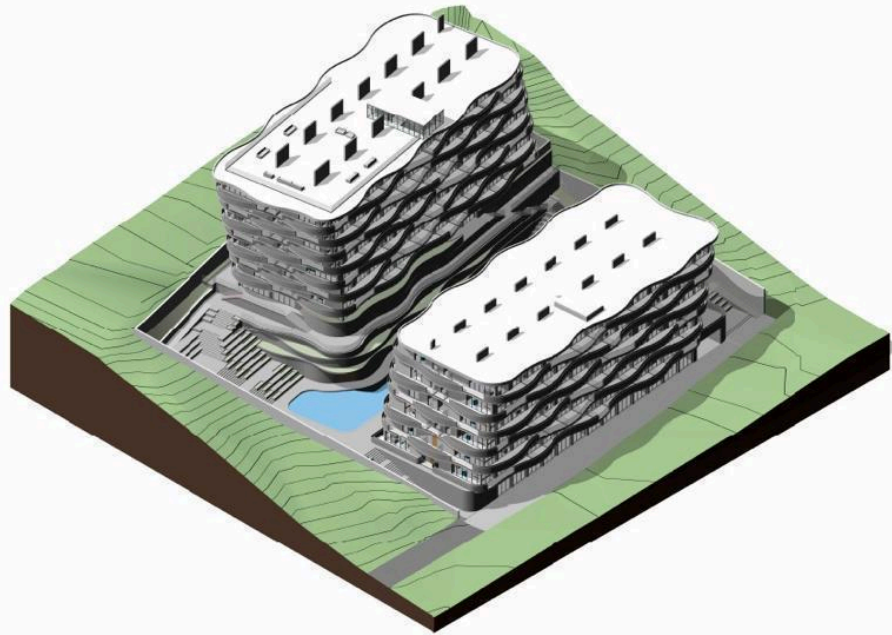
Context plan



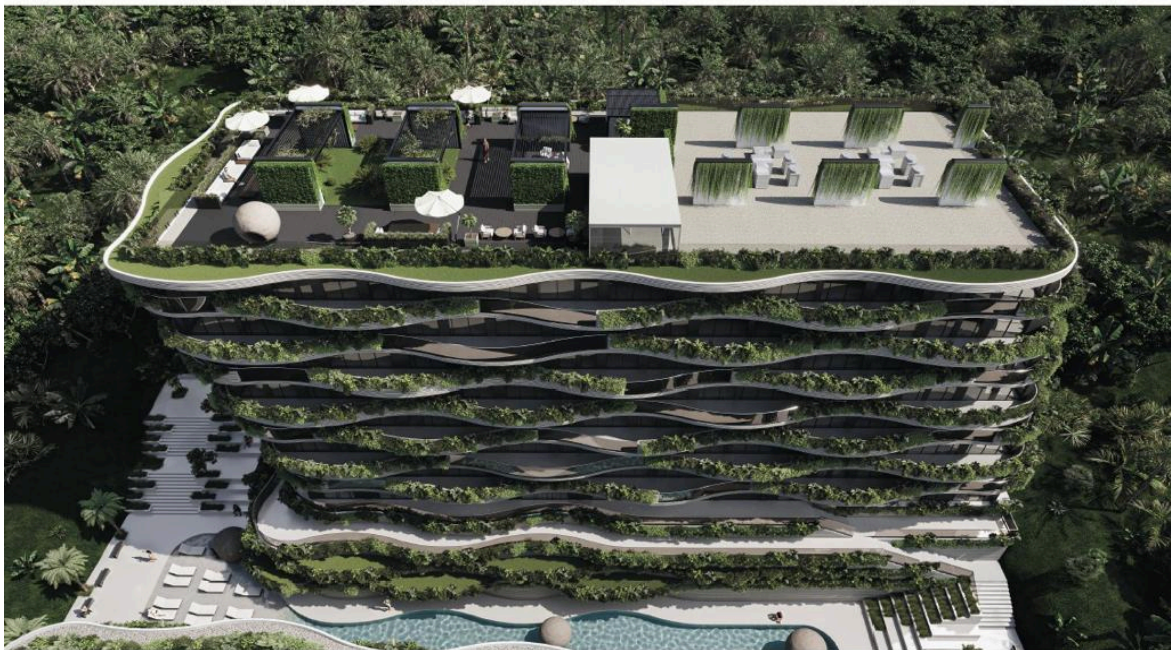
SIGNED _____ LESSOR

SIGNED _____ LESSEE

3D view 1



Visualization



SIGNED _____ LESSOR

SIGNED _____ LESSEE

ANNEX C
Payment Schedule

The Lessee agrees to pay the total cost of the Agreement specified in clause 3.1. of this Agreement, which constitutes USD __ (__ US dollars), which is approximately equivalent to THB __ (__ Thai baht), in accordance with the following schedule:

Reservation Fee:	USD __ (__ US dollars), to be paid by January 30, 2024
First payment 30% payment	USD __ (__ US dollars), to be paid by _____, 2024 (shall be paid minus the Reservation Fee paid specified in clause 3.6. of this Agreement)
Second payment 20% payment	USD __ (__ US dollars), to be paid by July 31, 2024
Third payment 20% payment	USD __ (__ US dollars), to be paid by January 31, 2025
Fourth payment 20% payment/	USD __ (__ US dollars), to be paid by July 31, 2025
Fifth payment/ 10% payment	USD __ (__ US dollars), paid no later than 7 (seven) days after the notice of the completion of the unit. The transfer of the unit will be made after the Lessee makes all payments.

Other fees and charges:

Property registration fee (1.1%) - __ Thai Baht.

SIGNED _____ LESSOR

SIGNED _____ LESSEE

ANNEX D

Description of the reserved unit

Kitchen-living area: ___ 19,90 _____.

Bathroom: ___ 4,68 _____.

Balcony: ___ 6,06 _____.

Hall: ___ 4,59 _____.

Total area: ___ 35,23 _____.

Illustrations and contents of the furniture package

The design of the unit may differ slightly from the illustrations due to the specifics of the materials and their processing and availability. Design changes are possible no more than 15%.

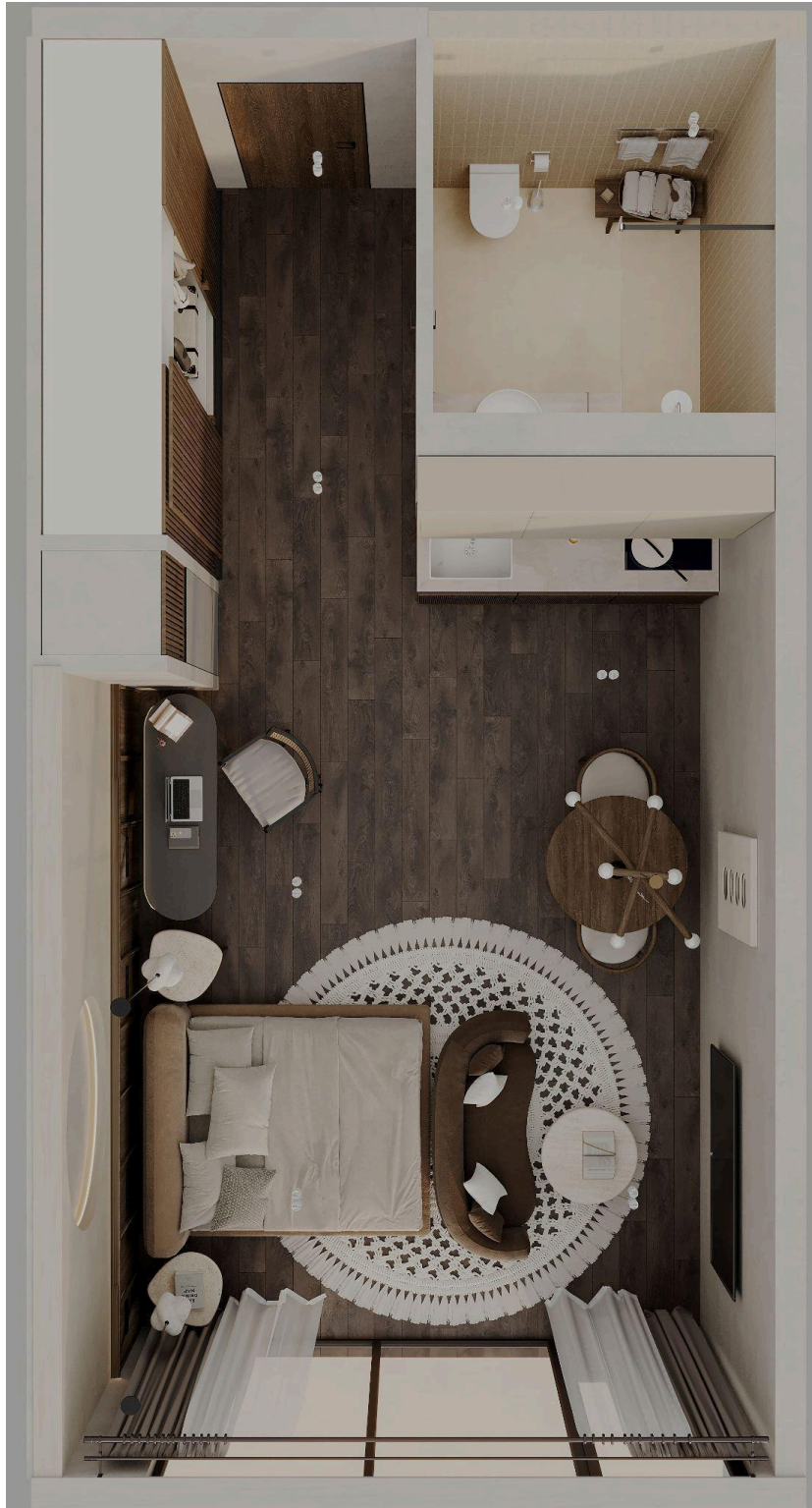
The content of the furniture package is indicated for each room. In the absence of any brand, there will be a replacement for an analogue of the same quality.

The unit is equipped with an electronic lock on the front door, automatic opening of curtains, a central air conditioning system, furniture - teak wood.

SIGNED _____ LESSOR

SIGNED _____ LESSEE

General view of the apartment:



SIGNED _____ LESSOR

SIGNED _____ LESSEE

Kitchen-living room: equipped with a built-in kitchen, 2-burner stove, hood, refrigerator, microwave, sink, table, 2 chairs, sofa, coffee table, LG TV diagonal 45, a bed (size 2x1.8 meters), two bedside tables, two lamps.



SIGNED _____ LESSOR

SIGNED _____ LESSEE



SIGNED _____ LESSOR

SIGNED _____ LESSEE

Bathroom: Equipped with pots (toilet and sink) Toto, shower system, mirror, glass partition.



Hall: equipped with a built-in cabinet.



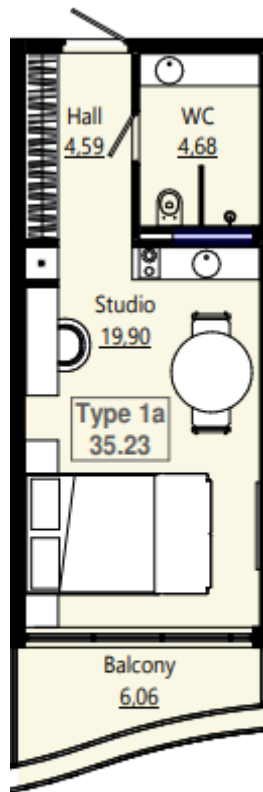
SIGNED _____ LESSOR

SIGNED _____ LESSEE

ANNEX E

Plan of the reserved unit

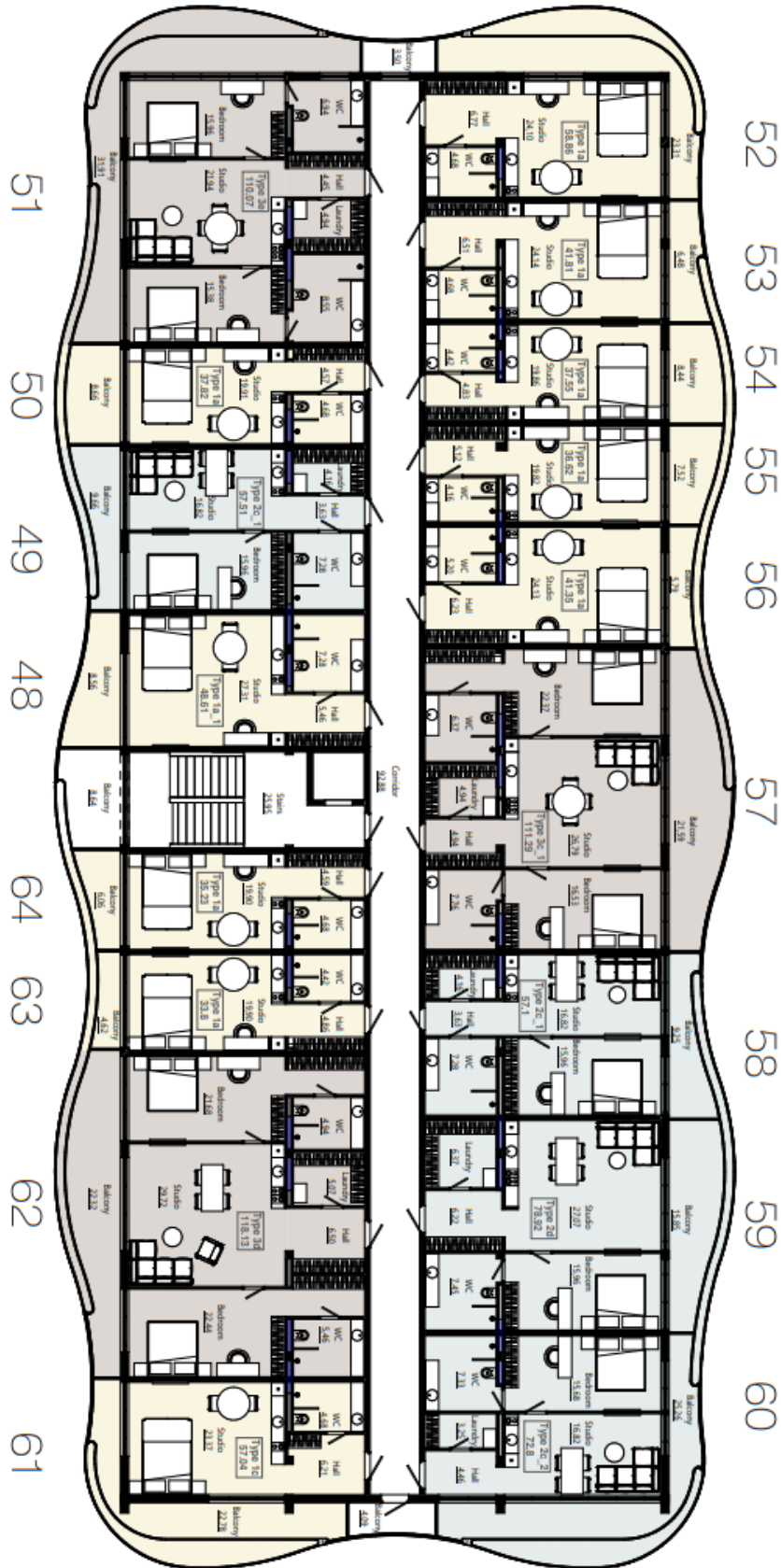
Please note that the provided images are solely for illustrative purposes.



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SIGNED _____ LESSOR

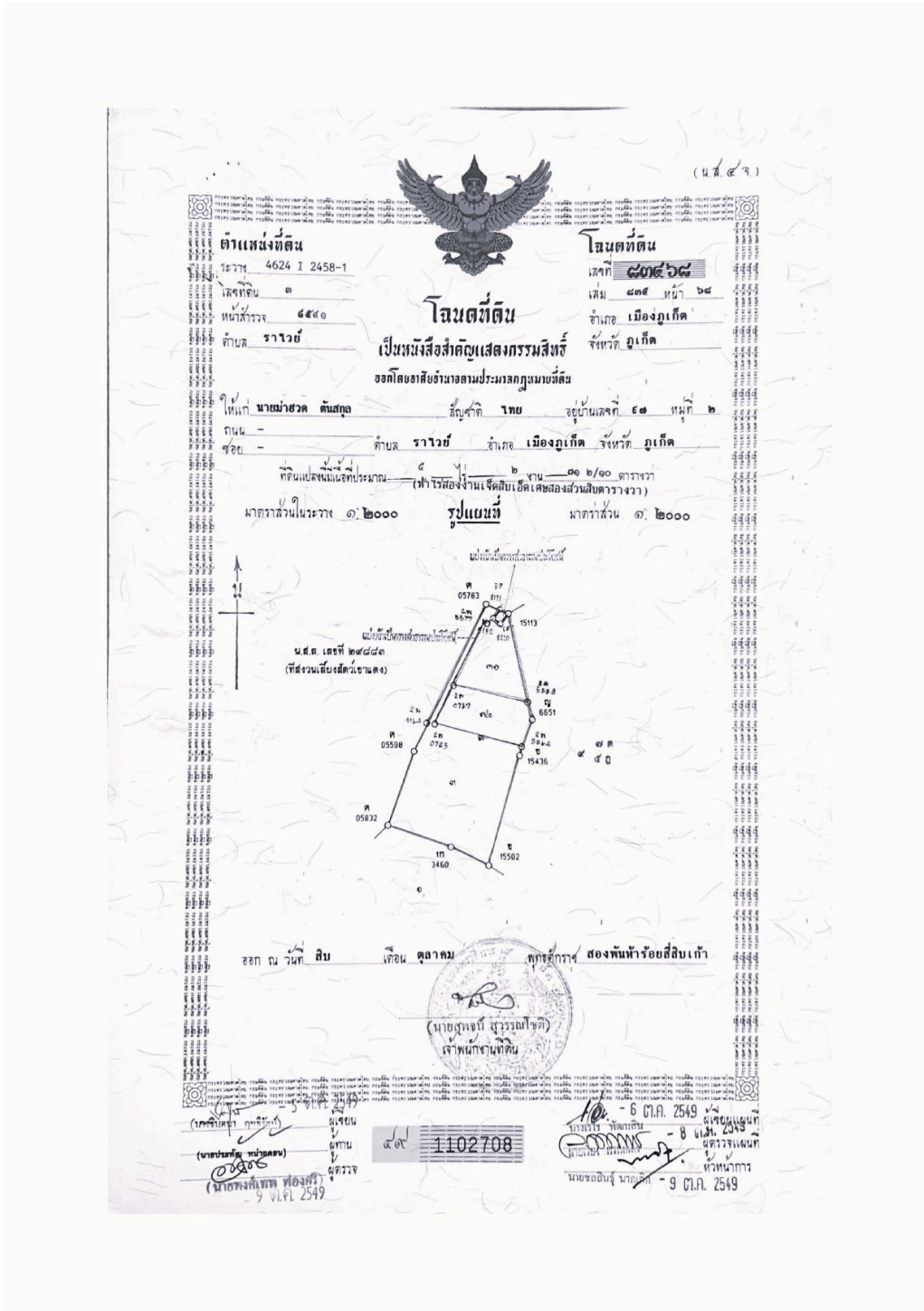
SIGNED _____ LESSEE



SIGNED _____ LESSOR

SIGNED _____ LESSEE

ANNEX F Land Title



SIGNED _____ LESSOR

SIGNED _____ LESSEE

สารบัญชีจดทะเบียน
โฉนดที่ดินเลขที่ 8346 อำเภอ เมืองภูเก็ต

ปี จดทะเบียน ที่ดิน	ประเภท การ จดทะเบียน	ผู้ให้สัญญา	ผู้รับสัญญา	เนื้อที่ ตามสัญญา		เนื้อที่ คงเหลือ		ราคา จดทะเบียน	เจ้าพนักงานที่ดิน สงขลาเมืองภูเก็ต				
				ไร่	งาน	ไร่	งาน						
ปี 2519													
วันที่ 9 สิงหาคม พ.ศ. 2550	แบ่งที่ดิน	นางมาอวท คุ้มสกุล	ทางราชการประโยชน์	-	-	12	4	5	2	58	70		
วันที่ 23 พฤษภาคม พ.ศ. 2551	ยุติการมรดก	นางมาอวท คุ้มสกุล	นางสาวกนิษฐา คุ้มสกุล	5	2	58	10	-	-	-	-		(นายประสิทธิ์ น้อยสุด)
วันที่ 23 พฤษภาคม พ.ศ. 2551	โอนมรดก	นางสาวกนิษฐา คุ้มสกุล	นางสาวกนิษฐา คุ้มสกุล	5	2	58	10	-	-	-	-		(นายประสิทธิ์ น้อยสุด)
วันที่ 31 ตุลาคม พ.ศ. 2551	แบ่งที่ดินประโยชน์	นางสาวกนิษฐา คุ้มสกุล	ทางราชการประโยชน์	-	-	1	4	8	10	5	1	44	
วันที่ 31 ตุลาคม พ.ศ. 2551	แบ่งแยกในนามเดิม	นางสาวกนิษฐา คุ้มสกุล	นางสาวกนิษฐา คุ้มสกุล	1	-	-	-	4	1	44	4624	I	
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											4624	I	
											2458-2		
											32		
											91289		
วันที่ 7 กันยายน พ.ศ. 2553	กรรมสิทธิ์รวม	นางสาวกนิษฐา คุ้มสกุล	1.นางฉมาญ แซ่พิมพ์ 2.นางสาวกนิษฐา คุ้มสกุล	3	1	44	-	-	-	-	-	-	
วันที่ 23 สิงหาคม พ.ศ. 2566	ขาย	1.นางฉมาญ แซ่พิมพ์ 2.นางสาวกนิษฐา คุ้มสกุล	บริษัท วัลนิ คิว กรุ๊ป (ไทยแลนด์) จำกัด	3	1	44	-	-	-	-	-	-	

SIGNED _____ LESSOR

SIGNED _____ LESSEE